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PUBLIC EMPLOYMENT  
RELATIONS DIVISION

**Rudd-Rockford-Marble Rock  
Community School District**

**MASTER CONTRACT**

**2006-2007**

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# ARTICLE 1

## RECOGNITION

### A. *Unit*

The Board of Education of the Rudd-Rockford-Marble Rock Community School District hereby recognizes the Rudd-Rockford-Marble Rock Education Association as the certified sole and exclusive negotiating agent of all full or part-time regularly employed personnel as set forth in the PERB certification instrument issued in Case No. 1314 on December 6, 1978.

The unit described in the above certification is as follows:

**INCLUDED:** All regular full-time and regular part-time certified teachers of the Rudd-Rockford-Marble Rock Community School District including classroom teachers, counselors, librarians, special education teachers, athletic director and school nurse.

**EXCLUDED:** Superintendent; principals; all non-certified personnel including clerical staff; custodians; transportation employees; food service employees; teacher aides or assistants (degreed or non-degreed); substitute teachers; and all employees excluded by Section 4 of the Act.

### B. *Definitions*

1. The term "Board," as used in this Agreement, shall mean the Board of Education of the Rudd-Rockford-Marble Rock Community School District or its duly authorized representative.
2. The term "employee," as used in this Agreement, shall mean all professional employees represented by this Association in the bargaining unit as certified by the Public Employment Relations Board.
3. The term "Association," as used in the Agreement, shall mean the Rudd-Rockford-Marble Rock Education Association or its duly authorized representatives or agents.

## ARTICLE 2

### GRIEVANCE PROCEDURE

#### A. Definitions

1. A "Grievance" is a complaint that there has been an alleged violation, misinterpretation, or misapplication of any of the specific provisions of this Agreement.
2. "Grievant" is defined as the employee, employees or the Association making the complaint.
3. "Days" shall mean working days unless otherwise indicated.

#### B. Representation

The Association's duly authorized representative may be present and participate at any level of the Grievance Procedure commencing with Level Two. If requested by Grievant, the Association's representative may also be present at Level One.

#### C. Timelines

The failure of a grievant (or in the event of an appeal to arbitration, the Association) to act on any grievance within the prescribed time limits will act as a bar to any further appeal; an Administrator's failure to give a decision within the time limits prescribed shall permit the Grievant to proceed to the next step. Time limits, however, may be extended by mutual agreement.

#### D. Procedure

##### 1. Level One (Informal)

An employee with a grievance shall first discuss it with his/her principal or immediate supervisor with the objective of resolving the grievance by informal verbal discussion.

##### 2. Level Two

If the grievance cannot be resolved informally at Level One, the Grievant shall file the grievance in writing on the form set forth in Schedule A which form shall be available from the Association and shall be signed by the Grievant. The Grievant shall at a mutually agreeable time discuss the matter with the principal. Filing of the formal written grievance at the Second Step shall be within ten (10) working days of the date when the events creating such grievance became known to the Grievant, or in the exercise of reasonable observation, should have been known to the Grievant. The principal shall make a decision upon the grievance and communicate such decision with reasons for the decision in writing to the Grievant and to the Superintendent within ten (10) working days after receipt of the grievance.

##### 3. Level Three

In the event the grievance has not been satisfactorily resolved at the Second Level, the Grievant shall file within seven (7) working days of the Principal's written decision at the Second Level, a copy of the grievance with the Superintendent. Within fourteen (14) working days after such written grievance is filed, the Grievant and the Superintendent or his designee shall meet to resolve the grievance. The Superintendent or his designee shall file an answer within fourteen (14) working days of the Third Step grievance meeting and communicate it together with his reasons for the decision in writing to the Grievant and Principal.

#### 4. Level Four

If the Grievance has not been resolved satisfactorily at Level Three, there shall be available a Fourth Level of impartial binding arbitration. The Association may submit, in writing, a request on behalf of the Association and the Grievant to the Superintendent within seven (7) working days from receipt of the decision rendered at Level Three requesting arbitration. The Public Employment Relations Board shall be requested to provide a list of five arbitrators. The parties shall determine by lot which party shall have the right to remove the first name from the list and the party having such right shall exercise the same within two (2) working days following receipt of the panel and thereafter each party shall alternately strike one name within one (1) working day for the exercise of each such strike until only one name shall remain. The person whose name remains shall be the arbitrator. The decision of the arbitrator will be binding upon the parties. The arbitrator so selected shall confer with the representatives of the Board and the Association and hold hearings promptly and shall issue his decision not later than fifteen (15) working days from the date of the closing of the hearings, or, if oral hearings have been waived, then from the date the final statements and proofs on the issues are submitted to him. The arbitrator, in his opinion, shall not amend, modify, nullify, ignore or add to the provisions of this Agreement. His authority shall be strictly limited to deciding only the issue or issues presented to him in writing by the parties and his decision must be based solely and only upon his interpretation of the meaning or application of the express relevant language of the Agreement.

Each party shall bear its own cost and expense of the arbitration proceedings excluding the fee of the arbitrator which shall be shared equally by the employer and the grievant or his/her representative.

- E. Separate Grievance Files: All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants but shall be open to inspection by the Grievant upon request and at reasonable times, which inspection shall be limited to the particular Grievant's personal grievance file. There shall be no unauthorized release of personal grievance file contents without written permission of the individual employee.
- F. Class Grievance: If a grievance affects more than one building and two or more employees from each building request it in writing, the Association may process the grievance to step three of the grievance procedure. However, if the grievance is not resolved, the grievance shall proceed to step four.
- G. Employees under notice of termination shall proceed under the provisions of Chapter 279 Iowa Code rather than under this Article. This section does not preclude an employee from grieving his/her evaluation(s).
- H. It is agreed that any investigation or other handling or proceeding of any grievance by the grieving employee shall be conducted so as to result in no interference with or interruption whatsoever of the instructional program and related work activities of the grieving employee or of other employees. The administration shall determine whether interference has occurred under this paragraph.
- I. All meetings and hearings, under this procedure, shall be conducted in private and shall include only witnesses, the grievant, and their designated or selected representatives heretofore referred to in this Article.
- J. Unless agreed to by the Superintendent or designee, all grievances shall be processed outside the employee's work day.

## ARTICLE 3

### DUES DEDUCTIONS

*A. Authorization*

Any employee who is a member of the Association may sign and deliver to the Board Secretary on or before September 10 an assignment authorizing payroll deduction of professional dues, which shall be defined as ISEA unified dues which shall remain constant for the year. The form of the assignment shall be as set forth in Schedule B.

*B. Regular Deduction*

Pursuant to deduct authorization, the Board shall deduct one-ninth (1/9) of the total dues from the regular salary check of the employee each month, beginning in September and ending in May of each year.

*C. Prorated Deductions*

Employees who begin deduction after September shall have the total dues prorated on the basis of the remaining months of employment through May.

*D. Duration*

Such authorization shall continue in effect from year to year unless revoked in writing by a thirty (30) day notice from the employee to the Board Secretary.

*E. Transmission of Dues*

The Board shall transmit to the Association the total monthly deduction for professional dues within ten (10) days following each regular period. The Association shall furnish to the Board Secretary on or before September 11 of each year a list of all members for whom dues are to be deducted together with the amount of dues to be deducted. Any changes in personnel or amounts as listed shall be furnished by the Association to the Board Secretary at least thirty (30) days prior to such change.

*F. Hold Harmless*

The Association agrees to indemnify and hold harmless the Board, each individual Board member, and all administrators against any and all claims, costs, suits or other forms of liability and all court costs arising out of the application of the provisions in the agreement between the parties for dues deductions.

*G. Other Payroll Deductions*

Upon appropriate written authorization from the employee, the Board shall deduct from the salary of any employee and make appropriate remittance for annuities and insurances. For annuities, notification shall be made to the secretary of the Board by September 5 or before January 10.

**ARTICLE 4**  
**WAGES AND SALARIES**

**A. Schedule**

The salary of each employee covered by the regular salary schedule is set forth in Schedule "C" attached hereto and made a part hereof.

**B. Placement on Salary Schedule**

**1. Adjustment to Salary Schedule**

Each employee shall be placed on the proper Step of the salary schedule as of the effective date of this Agreement and in accordance with paragraph 2 below. Any employee hired prior to the commencement of the second semester of any school year shall be given full credit for one year of service toward the next increment step for the following year. Employees who are less than full-time will be compensated at a pro-rata basis of the appropriate lane and step.

**2. Credit for Experience**

Each employee employed as of the effective date of this Agreement is considered to be on the employee's proper step. Each new employee hereafter hired shall upon initial employment in the District be given credit on the employee's salary schedule for previous teaching experience in the employee's field of study from a duly accredited school.

**3. Returning to the District**

Any employee with previous teaching experience in the Rudd-Rockford-Marble Rock School District shall upon returning to the system receive full credit on the salary schedule for outside teaching experience in an accredited school. Such employees who have not been engaged in accredited teaching activities shall, upon returning to the system, be restored to the next Step on the salary schedule above that at which they left.

**C. Advance on Salary Schedule**

**1. Increments**

Employees on the regular salary schedule shall be granted one increment or vertical Step on the schedule for each year of service until the maximum for their educational classification is reached. A year of service consists of employment in the Rudd-Rockford-Marble Rock School District for 96 or more consecutive days in one school year or a full semester.

**2. Education Lanes**

Employees on the regular salary schedule who move from one educational lane to a higher educational lane shall move to the corresponding eligible Step in the higher lane, except only that in no event shall such lateral move involve more than one vertical advance. Employee educational advancement on the salary schedule shall only be for graduate courses within an employee's assigned teaching area, or for graduate courses in pursuit of an advanced degree in the assigned teaching area. For an employee to advance from one educational lane to another, advance information of intent must be filed by the employee prior to taking the graduate course and advance approval shall be required from the Superintendent. Credit for graduate courses outside an employee's assigned teaching area for movement on the salary schedule may be approved at the discretion of the Superintendent. The Superintendent shall have the sole, exclusive and final decision on graduate courses for advancement on the salary schedule. The employee shall file suitable evidence of additional educational graduate credit

with the Superintendent no later than September 5 of each year in which he/she is eligible to move. No advances on the salary schedule shall be made during the school year.

D. Method of Payment

1. Pay Periods

Each employee shall be paid in twelve installments on the twentieth of each month. Employees shall receive their checks at their regular building and on regular school days.

2. Exceptions

When a pay date falls on or during a school holiday, vacation, or weekend, pay checks will be issued on the last previous working day preceding the twentieth.

3. Final Pay

Each employee shall have the option of receiving all of their earned contracted salary on the last pay day of the in-school work year if such payment will not create an over-expenditure of the current year budget, giving due consideration to normal end-of-year expenditures. Each employee shall notify the Board Secretary at least ten (10) school days prior to the last day of school of their desire to exercise this option. If the budget does not permit payment of all requests, such requests shall be paid in the order of filing the request.

4. Summer Checks

Summer checks, other than for summer school teachers, shall be mailed to the address designated by the employee provided the employee files a signed written request with the Board Secretary at least ten (10) days prior to the date of issuance of said payment, or held for the employee at the employee's option.

E. Extended Contract Rate

The salary schedule is based upon the regular school calendar and the normal teaching load as set forth in this Agreement. The term of this contract is defined as 180 student days, 5 holidays, and 5 inservice days or 190 days total. Holidays include Labor Day, Thanksgiving, Christmas, New Year's Day, and Memorial Day. Any employee whose assignment exceeds the regular employee work year will be additionally compensated at the rate of 1/190<sup>th</sup> of the individual's instructional salary per day. Those employees who are hired to do curriculum work beyond the designated contract day shall be paid the rate of \$20.00 per hour.

F. Extra Supervisory Compensation

In the event appropriate substitute teaching replacement can not be retained, any certificated employee who agrees to supervise additional students any time during the regular school day will be compensated for his/her supervision according to the following schedule:

Whole day:	100% of the regular substitute per diem pay
Half day:	50% of the regular substitute per diem pay
One period of instruction or less:	16% of the regular substitute per diem pay

In the event a section of students is divided and then assigned to more than one teacher for supervision, the extra supervisory compensation will be split proportionally among those teachers who supervised.

## ARTICLE 5

### SUPPLEMENTAL PAY

#### A. Rates of Pay for Extra-Curricular Activities

Employee participation in assigned extra-curricular activities which extend beyond the regular scheduled in-school day shall be compensated according to the rate of pay stipulated in Schedule "D", attached hereto and made a part hereof.

#### B. Expenses of Traveling Employees

In the event employees are requested by the Administration to attend out-of-town school related activities, the employee shall first make request of the Administration for transportation to be provided at the District's expense. If such transportation is unavailable and the employee is required to use his/her own vehicle, the employee shall be reimbursed according to Section 79.9 of the 1979 Code of Iowa. Meals and approved lodging will be paid by the Board according to the District policy and the voucher. Receipts for all expenses should be attached to the vouchers which shall be filed with the Board Secretary on or before the first day of each month.

#### C. Extra-Curricular Duties

Employees will be paid \$20.00 (twenty dollars) per duty for extra-curricular duties beyond the two assigned duties for the school year. Such duties may include selling tickets at programs or sporting events and supervising students at programs.

## ARTICLE 6

### INSURANCES

#### A. Types

The Board agrees to provide all full-time employees the following fully paid insurance protection during the effective term of their employment (Part-time employees will receive Board contribution proportionate to their percentage of employment, and at their option, they may obtain coverage by providing the balance of the required premium.):

1. Health and Major Medical  
Each full-time employee (30 hours or more per week) shall receive full single \$500 PPO health insurance coverage. For employees who choose family coverage, they will be responsible for paying the balance of family coverage above the single health insurance premium.
2. Disability  
The Board will provide each employee with income protection insurance so as to provide 60% of the employee's then current salary up to a maximum benefit of \$1,800.00 per month in the event of disability.

#### B. Coverage

The Board-provided insurance programs shall be for twelve (12) consecutive months subject to Federal, State and Insurance Company regulations. Employees new to the District shall be covered by Board-provided insurance commencing no later than October 1 of the contract year. All terms and conditions of insurance coverage provided including eligibility for coverage, coverage period, and dates of premium payments necessary for such coverage shall be determined by the insurance carrier (company).

#### C. Job-Related Injury

When an employee is injured by a cause arising out of and in the course of the employee's employment and receives Worker's Compensation under the Iowa Worker's Compensation Act, the employer agrees to pay the difference between the employee's regular rate of pay and the benefits received under Worker's Compensation. This may be taken from the employee's sick leave only with permission of the employee. The employee will be notified by the district or designee of the option. If the option is not chosen the employee will receive only the workman's compensation payment. Leave entitlement as provided in Article VII shall be reduced one (1) day for each day of absence. When said leave entitlement is exhausted, the Board shall make no further salary replacement contribution to the employee, and all fringe benefits shall be discontinued except the employee shall have the right to participate in the district's disability insurance program if qualified under the insurance policy.

#### D. Descriptions

The Board will provide each new employee a description of the insurance coverage provided under the terms of this Agreement within thirty (30) days of beginning of the school year or date of employment, which shall include a clear description of conditions and limits of coverage as provided above. The Board will be responsible for providing insurance information in the form of applications and enrollment opportunities.

#### E. Continuation

Employees on paid leave shall continue to have Board contributions made according to the level described above. Employees on non-paid leave for one month or longer shall have the option to continue any or all of the available Board-paid programs by paying the premium themselves to the Board on or before the billing date if eligible and will be subject to the terms of the insurance carrier.

## ARTICLE 7

### LEAVES

#### A. Sick Leave

##### 1. Accumulative Benefits

Commencing with the 1979-80 school year, all employees covered by the terms of this Agreement shall be entitled to sick leave for personal illness, maternity, or injury with full pay on the following basis (part-time employees shall be entitled to benefits on a pro-rata basis in accordance with their employment):

*First and subsequent years of employment in the District. . . . . 15 days*

Unused sick leave shall be accumulated from year to year with a maximum accumulation of one hundred fifteen (115) days. An employee with one hundred fifteen (115) accumulated days shall in addition be entitled to up to fifteen (15) days of annual sick leave, however, any unused annual days shall not increase the employee's total accumulation of one hundred fifteen (115). In the event of a question concerning whether or not a particular employee was in fact sick, the Board may require a doctor's certificate certifying that the employee was sick on the date or dates claimed, which certificates shall be furnished at the employee's expense but for which the employee will be reimbursed if it confirms the fact of sickness on the date claimed.

##### 2. Family Member Care Leave

Employees will be allowed to use up to five (5) days of sick leave per year to care for a sick or injured family member (such members include spouse, children, parents, or parents-in-law). Such leave will be deducted from the employee's accumulated sick leave. Additional family member care leave may be granted by the Superintendent for a family medical emergency and shall be deducted from sick leave.

##### 3. Notification of Accumulation

Employees will be furnished an accounting of accumulated sick leave days within a reasonable time following written request to the Superintendent therefore.

##### 4. Notification of Absence

In the event of a foreseeable need for the use of sick leave by an employee, the employee shall notify the building principal as soon as the employee is reasonably aware of the necessity to alter employment commitments. Such notification shall be in writing advising of the date the employee expects to resume full employment commitment. If differences of opinion exist as to the employee's physical or mental ability to continue or resume the duties of employment, the same shall be resolved by a written statement from the employee's attending physician which same shall be at employee's expense.

#### B. Temporary Leaves of Absence

##### 1. Personal Leaves

At the beginning of each school year, all employees covered by this Agreement shall be credited with three (3) days to be used for personal leave of absence. These days shall not be accumulative. Such days may be taken in one-half (1/2) day units. Days granted for personal leaves shall not include the

school day before or immediately following a holiday or vacation, nor the first or last day of school. Personal leave days shall not be used to extend scheduled holidays or vacations, or during the first two weeks or last two weeks of school. Personal leave days may not be used during teacher inservice or parent-teacher conference days. If an emergency or unforeseeable circumstance should arise causing the employee to need to use these personal days for any of the above prohibited periods of time, the employee must give the reason for requesting the leave. It will be up to the discretion of the Superintendent and not be grievable when granting personal leave during the prohibited periods of time. No more than two (2) teachers shall be absent for personal leave at the same time from either the elementary (K-5) level or the secondary (6-12) level. An employee planning to use a personal leave day shall notify the Superintendent at least three (3) school days in advance. When personal leave is used to supplement family member care leave after five days of family member care leave have been used, the three day prior notice requirement for personal leaves shall be waived. Notification of less than three (3) days must be accompanied by an explanation. The district agrees to pay for any unused personal leave at the end of the year at the rate of regular substitute per diem pay plus \$15.00 (fifteen) per day. This leave will be reimbursed in units no smaller than one-half (1/2) day. Part time employees will be entitled to the same benefits on a pro-rated basis.

Employees who have been in the district more than five years may reserve one personal day per year to carry over to the next school year. The number of personal leave days may not exceed four (4) in one school year. In no case will the employee be reimbursed for more than three (3) days in one year. Employees shall notify the board secretary of the decision to carry over one day prior to May 1. This carried over leave day is subject to the same restrictions as all other personal days, as they may not be used to extend scheduled holidays or vacations, or during the first two weeks or last two weeks of school.

## 2. Jury and Legal

Employees who are called for jury service or who are subpoenaed in any judicial or administrative proceeding, including matters in arbitration, will be provided the time required for such appearance. Any fees or remuneration the employee receives during such duty except mileage and meals, shall be remitted to the Rudd-Rockford-Marble Rock School District. An employee called for jury service or subpoenaed to appear before a judicial or administrative tribunal, including arbitration shall notify employer within twenty-four (24) hours after notice of call or jury duty or service of subpoena. On any day when the employee is excused from jury duty or released from subpoena during regular working hours, the employee will report to work as soon as reasonably possible thereafter if school will still be in session.

## 3. Association

Not more than four (4) days shall be available to representatives of the Association in the aggregate to attend conferences, conventions, or other affiliated organization activities. No more than two (2) Association members shall be absent on the same day for Association leave.

## 4. Professional

Any employee may make application for professional leave which application shall be made to the building principal at least three (3) school days prior to the proposed absence.

Professional days shall be used for the purpose of:

- a. Visitation to view other instructional techniques or programs.
- b. Conferences, workshops, or seminars conducted by colleges, universities, or other educational institutions or organizations.

Travel, meals, approved lodging and registration shall be deemed appropriate in accordance with the District policy and voucher system. The decision to grant such leave shall be in the sole, non-grievable discretion of the building principal.

5. Bereavement

The days of leave requested shall be granted to a maximum of five (5) at any one time in the event of each death of an employee's spouse, child, parent, sibling, parent-in-law, and any other member of the immediate household.

In case of death of brother or sister-in-law, grandchild or grandparent, aunt or uncle, up to two (2) days shall be granted.

In case of death of a friend, up to 1 (one) day of leave shall be granted.

6. Good Reason

If an employee has exhausted all other leaves under the contract, additional temporary leaves of absence with pay may be granted by the Superintendent for good reason. "Good reason" shall include but not be limited to family emergency situations. These additional determinations shall not be grievable.

C. Extended Leaves

Employees may be granted extended leaves of absence by the Board if good cause is shown. The decision to grant said leave shall be within the discretion of the Board. Such extended leaves shall be without pay and shall not exceed the period of twelve (12) calendar months.

## ARTICLE 8

### HOURS AND LOAD

#### A. *Work Day*

##### 1. Length of Day

The employee's basic work day shall normally consist of eight (8) hours which shall include a duty-free lunch period as provided under Section 8 of this Article.

##### 2. Arrival and Dismissal

On Fridays, days preceding holidays or vacations, the employee's workday shall end after the departure of the route buses.

On regular contract days, when because of bad weather or other emergency closing, students are not required to be in attendance, the employees shall not be required to be present. If students are dismissed early for such reason, employees shall not be required to stay longer than fifteen (15) minutes after departure of route school buses.

#### B. *Lunch Periods*

Employees shall have a daily duty-free lunch period equal to that of their assigned students but not to be less than twenty (20) minutes.

#### C. *In-School Work Year*

The in-school work year shall include pupil attendance days, orientation days, and any other days on which employee attendance is required. The in-school work year shall not exceed one hundred ninety (190) days. Any days beyond the stated contract days shall be paid per diem. Beginning July 1, 2005, the addition of the equivalent of one professional development day as required by the Teacher Quality Student Achievement Program will be paid per diem plus FICA and IPERS but not to exceed the district allocation from the Professional Development and Teacher Quality in Education Appropriations, HF 816, enacted during the 2005 Legislative Session.

#### D. *Meetings*

Attempt shall be made to schedule staff meetings within the normal work day; in event of emergency as determined by the Administration, meetings may be called or held beyond the beginning or end of the normal work day.

#### E. *Preparation Time*

Every certified classroom instructor shall, in addition to the lunch period, have the following amount of preparation time allotted to him/her during the student school day, without any additional duties or meetings assigned during that time.

Elementary Teachers - 150 minutes per week

Middle School Teachers - one class period per day

High School Teachers - one class period per day.

## ARTICLE 9

### STAFF REDUCTION PROCEDURE

- A. In the event a lay off becomes necessary as determined by the Board, staff reduction will be accomplished in the following manner:
1. Board will first attempt to accomplish the same by normal attrition.
  2. If reduction of staff cannot be accomplished by attrition, those employees with temporary certification in the curricular area affected shall be first laid off followed by employees classified under Chapter 279 Code 1977 as probationary teachers. Employees who are non-degree teachers but who hold pre-professional certification shall not be classified as either "temporary" or "emergency" certified for the purposes of this Article.
  3. If fully certified, non-probationary employees, including currently employed pre-professional certificated personnel, properly endorsed and approved by the State of Iowa are to be laid off, those with the least experience in terms of continuous full-time teaching service in this district, in the certificated area involved, shall be the next laid off, provided, however, that if the layoff of such employee will result in the discontinuance of an existing or DE required program area, such employee shall be retained and the next least so-experienced employee whose layoff would not result in such discontinuance shall be next laid off. Employees subject to reduction hereunder, but who are certificated in more than one certificated area will be considered as having seniority for the purposes of this article for the total number of years of continuous teaching service to the district. Continuous teaching service shall be calculated from the employee's first day of contracted service in this district (as distinguished from the date of individual contract signing). Employees classified as half-time or more will, for the purposes of this article, be considered as having seniority equal to the number of years in the district; employees classified as less than half-time will be considered as having pro-rated seniority in proportion to their part-time service. In the event that the continuous full-time teaching service and education, as evidenced by degree hours, is equal, the contract renewals will be given those employees deemed by the superintendent to be most qualified.
  4. For the purposes of this article, "certificated areas" means:

In grades PK-6:	Classroom Teachers
In grades PK-12:	Special Area Teachers (Special Education and Related Areas, Vocal Music, Instrumental Music, Art, Physical Education, and Talented and Gifted)
In grades 7-12:	The Curriculum Courses: Science, Language Arts, Social Studies, Family and Consumer Sciences, Foreign and Classical Languages, Math, Business Education, Industrial Technology Education, Drivers Education, Guidance-Counseling, Media, and Agriculture Education.
- B. Laid-off employees shall be reinstated in inverse order of layoff if certificated to fill the vacancies and have had teaching experience within the District in such curricular area within five (5) years prior to layoff. No new or substitute full-time appointments shall be made while there are employees available who are eligible under the recall provisions of this Article and certificated to fill the vacancy.
- C. Any employee laid off pursuant to the provisions of this Article shall have recall rights as set forth in the above paragraph to any position for which the employee was certificated and approved and has had teaching experience within the District as specified at the time of layoff. Such recall rights shall exist for a period of two years from the thirtieth day of June of the school year when laid off.

- D. Any employee re-employed by exercise of recall rights will be reinstated at the same salary, related benefits, and experience as if their last year of regular employment had been the year immediately prior to the year of re-employment (e.g., if at the time of layoff the employee was on Step 10, employee upon re-employment would proceed to Step 11).
- E. Any employee who for reason of staff reduction of realignment resigns upon request or is laid off for such reasons shall be accorded the recall rights provided by this Article unless specifically waived in writing by the employee. The Board shall annually provide the Association with a current list of those employees who currently retain such rights.
- F. The District's offer to an employee with recall rights shall be in writing and sent by certified mail at the employee's last known address. It shall be the responsibility of each employee on staff reduction to keep the Board advised of his/her current address. The employee shall accept or reject the position by certified mail to the Superintendent within ten (10) days of the mailing of the notice and shall agree to assume the position as specified in the notice. If the employee fails to respond within the ten (10) days the employee will be deemed to have refused the position offered and all recall rights shall be terminated.
- G. An employee on recall retains the right to file grievance under the Grievance Procedure of Article II if not recalled pursuant to the terms of this Article.
- H. As agreed to in the 1981-82 bargaining sessions, the school district will provide a list of teachers showing the last date of hire.
- I. Employees employed to fill a vacancy created by the awarding of a leave of absence or employed after September 1, shall not be eligible for the benefits of this Article.
- J. The termination of the employee or non-renewal of an employee's contract for any reason shall not be subject to the grievance procedure, but rather shall be reviewable only pursuant to the Iowa Code, Chapter 279.

## ARTICLE 10

### HEALTH AND SAFETY

#### A. Physical Fitness

1. Each school employee shall file with the Board at the beginning of said employee's service and at three (3) year intervals thereafter a written medical report of a physical examination by a licensed physician of the employee's choice certifying physical fitness for teaching and freedom from tuberculosis. Such medical report shall be limited to a statement by the physician that the employee is physically qualified to perform teaching duties within the district. Such medical reports shall be on file in the office of the Superintendent not later than thirty (30) days after the beginning of the school year. The employee will be reimbursed by the Board for the cost of such examination up to the sum of fifty dollars (\$50.00).
2. The 3:30 to 4:00 p.m. after-school time will be allowed to be used for in-school wellness activities providing that it does not conflict with after-school athletic practices.

#### B. Safety

The district will endeavor to provide safe working conditions for its employees pursuant to applicable state and federal laws.

## ARTICLE 11

### EVALUATION PROCEDURES

#### A. Notification

Within ten (10) school days after the beginning of each school year, the Building Principal or an Administrator shall acquaint employees under their supervision with the Iowa Teaching Standards and criterion, the district-adopted descriptors, and the procedures and instruments to be used.

#### B. Consistency

Evaluation procedures shall be consistent between evaluators within the district. In no case shall teachers in elementary be required to follow procedures that are different from those in secondary.

#### C. Observations

All formal observations of an employee shall be with the full knowledge of the employee. The administration shall notify the employee no less than three (3) calendar days prior to a formal observation.

#### D. Required Observations

Beginning teachers will be formally observed at least two (2) times (a minimum of one (1) time each semester) during the first and second year of employment. Career teachers new to the district will be formally observed at least two (2) times (a minimum of one (1) time each semester) during the first year of employment in the district. Career teachers with one year or more employment in the district will be formally observed at least one (1) time every third year.

#### E. Individual Career Development Plans

All career teachers will participate in an annual Individual Career Development Plan approved by the teacher and evaluator. Individual Career Development Plans may be approved for more than one year by agreement of the teacher and evaluator.

#### F. Formal Observation Procedures

All formal observations shall be pre-announced to the teacher who is being evaluated.

##### 1. Length

Each Comprehensive Summative Evaluation shall be preceded by at least one classroom observation a minimum of 30 continuous minutes.

##### 2. Conference and Copy

A copy of the Post Observation Summary shall be given to the employee following a conference held between the employee and the evaluator within seven (7) calendar days following the classroom observation. The employee and the evaluator shall sign the Post Observation Summary. The signature by the employee shall not necessarily mean agreement with the evaluation but rather awareness of the content.

During the post observation the teacher and evaluator shall identify the teacher's current status in meeting the eight (8) Iowa Teaching Standards and discuss any additional artifacts or information needed to document meeting those standards. The teacher and evaluator shall continue to meet as often as necessary to review any required additional documentation and to determine if the standard has been

met. Criteria for meeting the standard will be those criteria considered satisfactory or above as printed in the ISEA publication, Understanding the Iowa Teaching Standards and Criteria, copyright 2002.

By February 15, if the evaluator determines all eight standards have not yet been documented, then the evaluator shall inform the teacher what information the evaluator needs in order to indicate the teacher meets all eight standards. If another observation is needed, it shall be held by March 15; if only a conference is needed, then it shall be held by March 15.

By April 15, the evaluator shall complete the Performance Review for those teachers beyond their second year of service, and meet with the teacher to discuss the review. As part of the Performance Review the evaluator shall document the standards and criteria in which the teacher meets or does not meet the standard.

By April 15, for those teachers in their second year of teaching, the evaluator shall complete the Comprehensive Evaluation, and meet with the teacher to discuss the evaluation.

### 3. Responses

The employee shall have the right to submit an explanation or other written statement regarding any evaluation for inclusion in his/her personnel file. Any written statement by the employee shall be made at the time of the evaluation conference, or within twenty (20) school days of the conference. Any complaints directed toward an employee which are placed in his/her personnel file shall be called to the teacher's attention in writing and a copy shall be given to the teacher.

The above provisions deal with but a single method of employee evaluation, i.e., evaluation of classroom teaching performance. Nothing in this Article is to be construed as precluding evaluation of employees by any other means whatsoever as deemed appropriate by the administration of the school district.

Nothing herein shall preclude evaluation by such other means as may be requested by the employee or deemed pertinent by the administration subject to the right of the employee to notification and to review all evaluation reports and respond thereto if they become a part of the employee's personnel file.

An employee may grieve any evaluation or portion of the evaluation in which the administrator indicates the employee has "not met District standards". The receipt of the evaluation by the employee shall be the event initiating the grievance timelines. An arbitrator may require the administration to correct any rating indicating the employee "has not met District standards" if the rating were arbitrary, capricious, or without basis in fact.

NOTE: Such language assures that the following items will be added to evaluation forms:

- Meets District standards
- Does not meet District standards

### Beginning Teacher Mentoring and Induction Program

The mentoring program will be administered consistent with the district plan submitted and approved by the Department of Education. The mentoring program, and wage associated with that program, is based upon the legislature's continued funding and support of the program. If state funding or support is withdrawn, the district will not be obligated to continue the mentoring program or pay the wages to mentors in the program. Attendance at mentor training sessions shall be considered professional leave.

The \$1,300 per new beginning teacher received by the school district from the beginning teacher mentoring and induction program shall be used for any or all of the following purposes:

- (a) To pay for mentors. A mentor in the program shall be eligible for an award of \$500 per semester, for full participation in the program. An instructional mentor shall mentor no more than one new professional each semester.
- (b) To pay any applicable costs of the employer's share contributions to federal social security and the Iowa Public Employee's Retirement System for a pension and annuity retirement system.
- (c) These funds are miscellaneous funds or are considered encumbered. The school district shall maintain a separate listing within its budget for payments received and expenditures for this program.

## ARTICLE 12

### TRANSFER PROCEDURE

- A. **Definition**  
For the purposes of this article, the movement of an employee to fill a vacancy or new position shall be considered a transfer. A vacancy shall be defined as that position that will remain unfilled after the board has exercised its right of transfer or reassignment of current employees.
- B. **Notification of Vacancies**
1. **Voluntary**
    - (a) **Date:** The Superintendent shall deliver to the Association President a list of the vacancies which occur during the school year and for the following school year upon knowledge of actual vacancies.
    - (b) **Filing Requests:** Employees who desire a transfer as hereinabove defined may file a written statement of such desire with the Superintendent. Such statement shall identify the positions to which the employee desires to be transferred in order of preference. Such requests when properly on file shall be given consideration in the event a vacancy occurs and is to be filled. If a vacancy occurs during the summer months, the Superintendent shall deliver to the Association President notification of the possible vacancy.
    - (c) Employees who desire to be notified of the existence of a vacancy which may occur at a time other than during the school year may indicate such wish upon the written statement of desire referred to in subparagraph (b) hereinabove. In the event of a vacancy in the position or positions identified in said written statement, the employee will be notified of the vacancy by ordinary mail addressed to such address as employee may furnish in his/her written statement of desire. Said notification shall be mailed three days prior to the time that requests for applications are invited.
  2. **Involuntary**
    - (a) **Voluntary Requests**

Prior to filling a position by means of involuntary transfer the Superintendent shall ascertain whether any requests for voluntary transfer to such position are on file as provided under Section 1 above. If any such voluntary requests are on file, the Superintendent shall determine the qualifications of the voluntary applicants for the position and if he/she determines any applicant qualified, the vacancy shall be filled from that source rather than by involuntary transfer. If the Superintendent determines to the contrary, the position shall be filled by the Superintendent through involuntary transfer. Such determination shall be at the sole discretion of the Superintendent.
    - b) **Notification**

Notice of an involuntary transfer shall be given in writing to the affected employee as soon as that decision is formally made.
  3. **Advisory**

In cases where a request for voluntary transfer is denied or an involuntary transfer is determined to be necessary, the Superintendent will, upon written request by the employee affected, set forth the reasons for his decision in writing. The Superintendent shall have the final decision in all cases of a transfer and is non-grievable.

## **ARTICLE 13**

### **IN-SERVICE TRAINING**

An In-Service Education Committee with employee representation shall be established for the purpose of making recommendations to the Board on the structure and content of the District's in-service training program. The Committee shall consist of the Superintendent, or his/her designee, and five faculty members appointed by the Association. Appointments shall be on an annual basis and renewable. The membership of the Committee should reflect a representative cross section of grade level and building components. The Committee shall make recommendations to the Board concerning the planning and evaluation of content and format of employee orientation or in-service training programs conducted during the course of the in-school year. The Board shall consider such recommendations as submitted, however, all final decisions thereon shall remain in the Board's discretion.

## ARTICLE 14

### COMPLIANCE AND DURATION

A. Separability

If any article, section, paragraph, clause or sentence of this Agreement should be declared invalid by a court of competent jurisdiction, then that portion shall be deleted from this Agreement to the extent that it is invalid. Such adjudications shall not void the remaining articles, sections, paragraphs, clauses or sentences, and they shall remain in full force and effect for the duration of this Agreement.

B. Compliance

If an individual contract contains any language inconsistent with this Agreement, this Agreement shall be controlling.

C. Printing Agreement

The expense of printing this Agreement shall be shared equally by the Board and Association. Copies thereof shall be available upon request from the Board's secretary.

D. Whenever any notice is required to be given by either of the parties to this Agreement to the other, such notice shall be given by registered or by certified mail addressed to the following designated addresses.

1. If by the Association to:

President of the Board of Education  
%Board Secretary  
Rudd-Rockford-Marble Rock Community School District  
Rockford, Iowa 50468

2. If by the Board to:

President of the Rudd-Rockford-Marble Rock Education Association  
Rudd-Rockford-Marble Rock Community School District  
Rockford, Iowa 50468

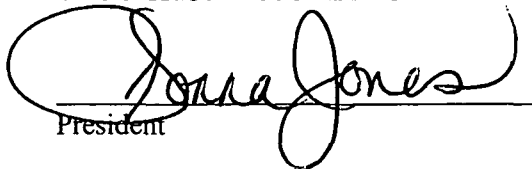
E. Duration Period

This Agreement shall be effective for a one year period (August 1, 2006, to July 31, 2007). If mutual written consent is first obtained, collective bargaining processes may be utilized to amend this Agreement during its stated term.

F. Signature Clause

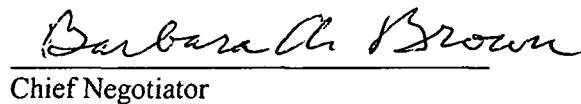
In witness whereof, the parties hereby have caused this Agreement to be signed by their respective Presidents, attested by their respective chief negotiators, and their signatures placed thereon, all on the **twenty-second day** of May 2006

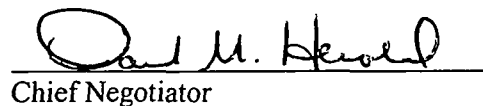
RUDD-ROCKFORD-MARBLE ROCK  
EDUCATION ASSOCIATION

  
President

RUDD-ROCKFORD-MARBLE ROCK  
COMMUNITY SCHOOL DISTRICT

  
President, Board of Directors

  
Chief Negotiator

  
Chief Negotiator

## **ARTICLE 15**

### **EDUCATIONAL EXCELLENCE PROGRAM**

#### **A. Phase II**

1. The district will provide, for informational purposes only, a schedule which shows the Phase II payments at each step of the salary schedule and then another schedule showing the addition of the Phase II payments with the regular salary schedule payments.
2. Phase II monies will be distributed on a separate indexed salary schedule. If there is a sum of money remaining in any year, this money will be carried over to the next year. The method for computation of shares of Phase II monies used in 1990-91 shall be used in 2006-2007.

## SCHEDULE A

## GRIEVANCE REPORT

**PERB #** \_\_\_\_\_

Date Filed: \_\_\_\_\_

Rudd-Rockford-Marble Rock  
Community School District  
\_\_\_\_\_ Building

### Distribution of Form

1. Association
2. Employee
3. Appropriate Supervisor
4. Superintendent

Name of Grievant: \_\_\_\_\_

[illegible]

## SECOND STEP

- A. Date Grievance Occurred \_\_\_\_\_
- B. Section(s) of Contract Grieved \_\_\_\_\_
- C. Statement of Grievance \_\_\_\_\_

---

- D. Relief Sought \_\_\_\_\_

---

Signature \_\_\_\_\_ Date \_\_\_\_\_

- E. Disposition by Principal or Immediate Supervisor \_\_\_\_\_

---

Signature of Principal or Immediate Supervisor	Date
---	------

[illegible]

B. Disposition by Superintendent or Designee \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

[illegible]

1. 2. 3. 4. 5. 6. 7. 8. 9. 10. 11. 12. 13. 14. 15.

C. Disposition and Aware of Arbitrator \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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## SCHEDULE B

### DUES DEDUCTION AUTHORIZATION FORM

*Authorization for Payroll Deduction for Education Association Dues*

|                       |                    |                     |                  |
|-----------------------|--------------------|---------------------|------------------|
| _____<br>Employee No. | _____<br>Last Name | _____<br>First Name | _____<br>Initial |
| _____<br>Date Started | \$ _____<br>Amount |                     |                  |

#### Changes

|               |                    |
|---------------|--------------------|
| _____<br>Date | \$ _____<br>Amount |
| _____<br>Date | \$ _____<br>Amount |
| _____<br>Date | \$ _____<br>Amount |
| _____<br>Date | \$ _____<br>Amount |

I hereby request and authorize the Board of Education of the Rudd-Rockford-Marble Rock Community School District as my remitting agent, to deduct from my earnings each month until this authorization is changed or revoked as provided herein for the monthly payment of ISEA unified dues which amount is to be remitted each month for me and on my behalf to the Treasurer of the Rudd-Rockford-Marble Rock Education Association.

It is understood that this authorization shall begin on the first payroll period following this date and shall continue through May from the date hereof and shall thereafter continue for successive periods of one (1) year unless revoked in writing by a thirty (30) day notice to my employer.

|               |                    |
|---------------|--------------------|
| _____<br>Date | _____<br>Signature |
|---------------|--------------------|

\_\_\_\_\_  
Social Security No.

### Schedule C

#### REGULAR SALARY SCHEDULE / 2006-2007

| STEP | INDEX | B.A.<br>1.00 | BA+15<br>1.03 | BA+30<br>1.05 | M.A.<br>1.06 | MA+15<br>1.09 |
|------|-------|--------------|---------------|---------------|--------------|---------------|
| 0    | 1.00  | 25,900       | 26,677        | 27,066        | 27,454       | 28,231        |
| 1    | 1.04  | 26,936       | 27,744        | 28,148        | 28,552       | 29,360        |
| 2    | 1.08  | 27,972       | 28,811        | 29,231        | 29,650       | 30,489        |
| 3    | 1.13  | 29,267       | 30,145        | 30,584        | 31,023       | 31,901        |
| 4    | 1.18  | 30,562       | 31,479        | 31,937        | 32,396       | 33,313        |
| 5    | 1.23  | 31,857       | 32,813        | 33,291        | 33,768       | 34,724        |
| 6    | 1.28  | 33,152       | 34,147        | 34,644        | 35,141       | 36,136        |
| 7    | 1.33  | 34,447       | 35,480        | 35,997        | 36,514       | 37,547        |
| 8    | 1.37  | 35,483       | 36,547        | 37,080        | 37,612       | 38,676        |
| 9    | 1.41  | 36,519       | 37,615        | 38,162        | 38,710       | 39,806        |
| 10   | 1.45  | 37,555       | 38,682        | 39,245        | 39,808       | 40,935        |
| 11   | 1.49  | 38,591       | 39,749        | 40,328        | 40,906       | 42,064        |
| 12   | 1.53  |              | 40,816        | 41,410        | 42,005       | 43,193        |
| 13   | 1.57  |              |               | 42,493        | 43,103       | 44,323        |
| 14   | 1.61  |              |               |               | 44,201       | 45,452        |
| 15   | 1.65  |              |               |               |              | 46,581        |
| LONG | 0.05  | 1,295        | 1,334         | 1,353         | 1,373        | 1,412         |

## SCHEDULE D SUPPLEMENTAL PAY

All rates refer to the B.A. Lane Step 4 unless otherwise indicated.

|  |                  |
|--|------------------|
| Athletic Director  | 11%              |
| Head Coach (Football, Basketball, Wrestling, Baseball, Softball)     | 11%              |
| Assistant Coach (Football, Basketball, Wrestling)                    | 8%               |
| Head coach (Track, Golf, Volleyball, and Boys & Girls Cross Country) | 8%               |
| Assistant Coach (Volleyball, Baseball, Softball)                     | 6%               |
| Jr. High Volleyball (7 <sup>th</sup> Grade)                          | 5%               |
| Jr. High Volleyball (8 <sup>th</sup> Grade)                          | 5%               |
| 7 <sup>th</sup> Head Coach (Football, Basketball)                    | 6%               |
| 8 <sup>th</sup> Head Coach (Football, Basketball)                    | 6%               |
| Jr. High Basketball Coach (7 <sup>th</sup> and 8 <sup>th</sup> )     | 6%               |
| Jr. High Coach (Track, Wrestling)                                    | 6%               |
| Head Instrumental Music  | 11%              |
| Vocal and Instrumental Music (Elementary & Secondary)                | 8%               |
| Musical - Alternate years (3-4 positions for total)                  | 7%               |
| Extra-Curricular Speech (2 teachers - 2% each)                       | 5%               |
| School Plays (2)   | 5%               |
| Yearbook Sponsor   | 6%               |
| Newspaper Sponsor  | 4%               |
| Junior Class Sponsor (2 Sponsors)                                    | 2.5%             |
| Girl's Basketball Chaperone  | 3%               |
| Cheerleader Sponsor (7-12)   | 4%               |
| FBLA, FTA, FHA, Spanish Club, U.N., Dance Team (each)                | 2.5%             |
| Jr. High Student Council   | 2%               |
| Sr. High Student Council   | 2.5%             |
| Spelling Bee, Math Bee, Science Bee (each)                           | 2%               |
| Talented and Gifted  | 5%               |
| Future Farmers of America  | 8%               |
| National Honor Society   | 2%               |
| Driver Education (Summer)  | \$25.00 per hour |